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THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK
-----X
J. NAZZARO PARTNERSHIP, LP

Plaintiff,

CIVIL ACTION

-against-

COMPLAINT

GGLI, LLC, and
MARK STEINFELD, an individual,

Defendant.

-----X

1. Plaintiff, J. NAZZARO PARTNERSHIP, LP, (“Plaintiff” or “Nazzaro”) by its attorneys at Steven P. Bertolino, P.C., alleges, upon information and belief as, as follows:

PRELIMINARY STATEMENT

2. Plaintiff, a New York limited partnership, through undersigned counsel, brings this action to recover damages for breach of contract (a lease and personal guaranty). The tenant, Defendant GGLI, LLC, a South Carolina limited liability company, defaulted in the payment of rent due under a lease for the property known as 100 Landing Avenue, Smithtown, New York 11787 and is obligated to pay Plaintiff the amounts past due. Defendant, MARK STEINFELD, an individual residing in New Jersey, executed a personal guaranty of the lease entered into

between Plaintiff and GGLI and is therefore obligated to pay Plaintiff all items of rent due under the lease pursuant to the Personal Lease Guaranty. The amount due Plaintiff is \$495,704.41.

THE PARTIES

3. Plaintiff, J. NAZZARO PARTNERSHIP, LP, is a New York limited partnership and maintains a business address at 8 Saxon Avenue, Suite C, Bay Shore, New York 11706 (“Plaintiff” or “Nazzaro”).

4. Upon information and belief, Defendant GGLI, LLC, is a South Carolina limited liability company and maintains a business address at 101 Corporate Parkway, Aiken, South Carolina 29803 (“Tenant” or “GGLI”).

5. Upon information and belief, Defendant MARK STEINFELD, is an individual residing at 101 Rochester Drive, Brick, New Jersey 08723 (“Defendant” or “Steinfeld”).

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over Plaintiff’s State law claims pursuant to the 28 U.S.C. §1332; diversity of citizenship and a controversy in excess of \$75,000.00.

7. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District in that the lease and personal guaranty were executed in relation to the property which lies within this District.

STATEMENT OF FACTS

8. Plaintiff, was the owner of 100 Landing Avenue, Smithtown, New York 11787 (the “Property”) from January 14, 1998 until April 19, 2022.

9. Plaintiff entered into a Lease Agreement for the Property, dated August 14, 2014

and executed on or about August 29, 2014, with GGLI (the “Lease”).

10. As part of the Lease, and as an inducement for Plaintiff to enter into the Lease, Defendant Steinfield executed a Personal Lease Guaranty, dated August 29, 2014 (the “PG”), which set forth that Steinfield would be individually responsible for the payment of all base rent, additional rent and all other charges assessed to the Tenant.

11. Tenant defaulted in the payment of rent due under the Lease by failing to pay rent and additional rent for the months of February 2020 through and including April 2021 resulting in a balance due Plaintiff of \$595,704.41.

13. The Property was surrendered by Tenant to Plaintiff on or about April 15, 2021 pursuant to a Property Surrender Agreement executed by Tenant and Plaintiff.

14. There was another personal guarantor to the Lease, Shaun Smith (“Smith”), and Plaintiff has resolved its claims with Smith, outside of a court action, for a \$100,000.00 payment toward the rental arrears leaving a balance due and owing Plaintiff of \$495,704.41.

15. Demand for payment has been made from Plaintiff to Defendants and no portion of the remaining balance due Plaintiff has been paid.

16. As a result of Tenant’s failure to pay the balance of rent due Plaintiff the Tenant has breached the Lease with Plaintiff and Plaintiff is seeking to recover damages from Defendants GGLI and Steinfield, pursuant to the Lease and PG, respectively, in an amount of no less than \$495,704.41. Plaintiff also seeks interest, attorneys’ fees, costs, and all other legal and equitable remedies this Court deems appropriate.

FIRST CAUSE OF ACTION
Breach of Contract by GGLI

17. Plaintiff re-alleges and incorporates by reference all allegations contained in all

preceding paragraphs.

18. Plaintiff and Tenant both voluntarily entered into a valid contract known as the Lease which required Tenant to pay to Plaintiff certain items of rent and additional rent throughout the term of the Lease.

19. Plaintiff expected to receive certain sums of money from the Tenant for certain items of rent and additional rent pursuant to the terms of the Lease.

20. Tenant failed to meet its obligations under the Lease by not paying Plaintiff certain items of rent and additional rent from February 2020 through and including April 2021 and, as such, Tenant is in breach of the Lease.

21. As a result of Tenant's breach of the Lease Plaintiff has been caused to sustain damages in an amount of no less than \$495,704.41.

SECOND CAUSE OF ACTION
Breach of Contract by Steinfield

22. Plaintiff re-alleges and incorporates by reference all allegations contained in all preceding paragraphs.

23. Steinfield, along with Smith and as a member of GGLI, voluntarily executed the Lease on behalf of GGLI on or about August 29, 2014.

24. As an inducement for Plaintiff to enter into the Lease and execute same on September 02, 2014, Steinfield executed a Personal Lease Guaranty on August 29, 2014.

25. The terms of the PG set forth that Steinfield would be liable to Plaintiff for payment of all items of rent and additional rent due from Tenant.

26. Tenant failed to meet its obligations under the Lease by not paying Plaintiff certain items of rent and additional rent from February 2020 through and including April 2021

and is in breach of the Lease.

27. As a result of Tenant's breach of the Lease Plaintiff has sought to recover the payment of rent and additional rent from Steinfield under the terms of the PG.

28. Although duly demanded, Steinfield has not paid any money due Plaintiff and is in breach of the terms of the PG.

29. As a result of Steinfield's breach of the PG Plaintiff has been caused to sustain damages in an amount of no less than \$495,704.41.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment by granted:

a. In favor of Plaintiff on the First Cause of Action for Breach of Contract by Defendant GGLI;

b. In favor of Plaintiff on the Second Cause of Action for Breach of Contract by Defendant Steinfield;

c. Awarding Plaintiff prejudgment and post-judgment interest;

e. Awarding Plaintiff costs of this action together with reasonable attorneys' fees;

And

f. Awarding such and further relief as this Court deems necessary and proper.

Dated: January 11, 2023

STEVEN P. BERTOLINO, P.C.

A handwritten signature in dark ink, appearing to read 'S. Bertolino', is written over a horizontal line.

By: Steven P. Bertolino, Esq.

Attorney for Plaintiff

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